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ABSTRACT

The collective bargaining agreement between the Community College of Allegheny County and the American Federation of Teachers for the period from October 1, 1972 through August 31, 1974 is contained in this document. Included in the articles of the agreement are sections covering grievance procedures, management rights, academic freedom, renewals and tenure, scheduling, vacations, fringe benefits, compensation, working conditions, tuition reimbursement, promotions, salary schedules, and evaluation procedures. The appendices contain functions and duties of the department head, south campus promotions and tenures, and science workload review. (PG)

ED 087337

COLLECTIVE BARGAINING AGREEMENT

between the

COMMUNITY COLLEGE OF ALLEGHENY COUNTY

and the

AMERICAN FEDERATION OF TEACHERS

LOCAL 2067

AFL - CIO

October 1, 1972

through

August 31, 1974

HE 005 146

U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
NATIONAL INSTITUTE OF EDUCATION
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CONTRACT

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PREAMBLE

This Agreement made and entered into this 1st day of October, 1972, by and between the Community College of Allegheny County (called the College herein), through its Board of Trustees (called the Board herein) and the Community College of Allegheny County Federation of Teachers, Local 2067, American Federation of Teachers, AFL-CIO (called the Federation herein).

BY: **Raymond E. Mack /signed/**
President
American Federation of Teachers
AFL-CIO Local 2067

BY: **Alfred W. Beattie /signed/**
Chairman, Board of Trustees
Community College of Allegheny County

ARTICLE I - RECOGNITION

The Community College of Allegheny County (called the "College" herein), recognizes the Community College of Allegheny County Federation of Teachers, Local 2067, American Federation of Teachers, AFL-CIO (called the "Federation" herein) as the sole and exclusive bargaining representative for the following classes of employees (called "Employee (s)" herein)

All full-time teaching faculty (including temporary appointments of one (1) academic year's duration), counselors, assistant librarians, athletic coaches, lecturers with one-year contracts, audio-visual specialists, division faculty advisors, division chairmen, department heads, laboratory technicians, audio-visual technicians, and library technicians and excluding head librarians, the Assistant Dean of Students, Directors of Admissions, Placements, Counselors, Student Activities, Athletics, Financial Aid, Evening Division, Continuing Education and Audio-Visual, Assistant Director of Evening Division, Assistant Director of Admissions, Assistant to Director of Student Activities, Coordinator of Student Activities, Executive Dean, Deans, Assistant Deans of Faculty, Bookstore Managers, all Central Office (headquarters) personnel, all part-time faculty, and the Director and Assistant Director of Homewood-Brushton Center, and all management, supervisory and first level supervisory employees as defined in Act 195

ARTICLE II RESPONSIBILITIES OF THE PARTIES

Each of the parties hereto acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement.

The Federation (its officers and representatives, at all levels) and all Employees are bound to observe the provisions of this Agreement

The College (its officers and representatives, at all levels) is bound to observe the provisions of this Agreement

In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed

1. There shall be no intimidation or coercion of Employees into joining the Federation or continuing their membership therein, and there shall be no interference with the rights of Employees to become or continue to be members of the Federation.

2. The Federation, its officers and members may engage in Federation activities or hold any meeting on Board property provided that it does not interfere with or interrupt normal College operations or the obligations and duties of faculty members as Employees

3. There shall be no discrimination, restraint, or coercion against any Employee because of membership or non-membership in the Federation, nor for activity on behalf of the Federation.

ARTICLE III - STRIKES AND LOCKOUTS

1. The applicable procedures of this Agreement will be followed for the settlement of grievances or complaints.

2. During the term of this Agreement neither the Federation nor its agents will authorize, instigate, aid, condone, or engage in a work stoppage or strike, or other interruption of or any impeding of work at any facility of the College

3. In the event of any such strike, slowdown, stoppage of work or other concerted refusal to work by any Employee or group of Employees, the Federation shall promptly and publicly disavow such action and request and direct the Employees to return to work immediately

4. There shall be no lockouts, strikes, work stoppages, or other interruption or impeding of work during the term of this Agreement

ARTICLE IV - GRIEVANCE PROCEDURE:

A grievance is an allegation that there has been a violation, misinterpretation or improper application of the terms and conditions of this Agreement

Step 1:

Any aggrieved Employee, either directly or through the Federation Department Representative, and the Assistant Dean, Head Librarian, Dean of Students or other administrator of like authority who may be appropriate to the grievance, shall make every effort to resolve a grievance informally, provided, however, that no grievance may be processed unless done so within ten (10) calendar days of the act or condition giving rise to the grievance or within ten (10) calendar days of the date on which the grievant knew, or reasonably should have known, of such act or condition, whichever is later. Nothing herein shall restrict the right of any Employee that is provided in Section 606 of Act 195

Step 2

If the grievance is not resolved within five (5) calendar days after discussions are initiated in Step 1 above, the Federation may submit it in writing to the administrator with whom it was discussed. The administrator shall, within five (5) calendar days after receipt of the grievance, meet with the Employee, if any, and the Federation Department Representative in an effort to adjust the matter to the satisfaction of all concerned. The administrator shall make a decision and communicate it in writing to the Employee, if any, and the Federation Department Representative within three (3) calendar days after the meeting

Step 3

The decision of the administrator may be appealed from by the Federation in writing to the Executive Dean within five (5) calendar days after its receipt. The Executive Dean, or his authorized

designee shall, within five (5) calendar days after receipt of the grievance, meet with the grievant, if any, the Federation Department Representative, a member of the Campus Grievance Committee, a Federation Campus Vice-President, the Chairman of the Campus Grievance Committee, and the administrator in an effort to adjust the matter to the satisfaction of all concerned.

The Executive Dean or his authorized designee shall make a decision and communicate it in writing to the grievant, if any, the Federation Department Representative, and the member of the Campus Grievance Committee within three (3) calendar days after the meeting.

Step 4:

The decision of the Executive Dean or his authorized designee may be appealed from by the Federation in writing to the College President within five (5) calendar days after its receipt.

The College President or his authorized designee shall, within five (5) calendar days after receipt of the appeal, meet with those who participated in Step 3 above, the chairman of the Federation Grievance Committee and the President of the Federation in an effort to adjust the matter to the satisfaction of all concerned.

The College President or his authorized designee shall make a decision and communicate it in writing to all who participated in the meeting within five (5) calendar days after the meeting.

Step 5:

Within fifteen (15) calendar days after the receipt of the decision of the College President or his authorized designee, the decision may be appealed from only by the President of the Federation to the American Arbitration Association for arbitration under its rules. The Arbitrator shall hold a hearing promptly and issue his decision within thirty (30) calendar days but failure to do so shall not void the award. Five (5) calendar days notice shall be given all parties of the time and place of the hearing. The decision, including awards, of the Arbitrator shall be final and binding on the parties, but he shall have no authority to add to, subtract from, or modify this Agreement or to make any decision which requires the commission of an act prohibited by law.

The Arbitrator's fees and those of the AAA shall be shared equally by the Federation and the College, but each shall bear its own costs of presenting its case to the Arbitrator.

General Provisions

1. A grievance based on the action of authority higher than the Assistant Dean, Head Librarian, Dean of Students or other administrator of like authority shall be initiated at that step of this grievance procedure. The general procedures relating to that step shall apply to the presentation and adjustment of the grievance, including the right of appeal.
2. The Federation may initiate or appeal a grievance at any step of this procedure.

3. Failure to communicate a decision at any step of this grievance procedure within the specified time limits shall permit it to be advanced to the next step. Failure to file or appeal a grievance within the specified time limits shall constitute acceptance of the decision last made. The aforesaid shall not apply if the time limits are extended by mutual agreement in writing.
4. Attendance at conferences, meetings, and hearings held under this grievance procedure shall be limited to those persons specified in the procedure, witnesses and/or resource people required by either party, and counsel for either party.
5. Conferences, meetings, and hearings held under this grievance procedure shall be scheduled at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
6. No Employee entitled to be present shall suffer loss of pay or any other penalty because of use of, or participation in, this grievance procedure.
7. No party shall use any visual or sound recording devices at any stage or step of this grievance procedure without the prior written approval of the other party, except in arbitration either party may utilize the services of a court reporter.
8. Any settlement, withdrawal, or disposition of a grievance at any step below Step 4 shall not constitute a binding precedent for the settlement of similar grievances in the future.

ARTICLE V - PROCEDURES FOR MATTERS RELATING TO POLICIES, PRACTICES, PROCEDURES, AND THE WORK SITUATION:

The following procedure shall be followed in resolving complaints as to the work situation and charges that there has been an alleged breach, violation, misinterpretation, misapplication, inequitable, or otherwise improper application of, or a deviation from, any policy, practice, or procedure which relates to wages, hours, or working conditions.

1. Either the Federation or the affected Employee(s) may lodge the complaint or charge.
2. The complaint or charge shall be lodged first with the Assistant Dean, Head Librarian, Dean of Students, or other administrator of like authority who is appropriate to the complaint or charge that is being lodged. The administrator shall meet with the Employee, if any, and the Federation Department Representative to resolve the complaint or charge. The administrator shall reply in writing to the Employee, if any, and to the Federation within five (5) calendar days after the complaint or charge was lodged.
3. The reply of the administrator in 2 above may be appealed in writing by the Federation within five (5) calendar days after its receipt by the Federation to the Executive Dean. The Executive Dean shall, within five (5) calendar days after

receipt of the appeal, convene a meeting of those who participated in 2 above and others he believes will contribute to a resolution of the complaint or charge. The Federation will add a Campus Vice-President and the Chairman of the Campus Grievance Committee. Within three (3) calendar days after the meeting, the Executive Dean shall reply in writing to the Employee, if any, and to all Federation representatives who participated in the meeting.

4 The reply of the Executive Dean in 3 above may be appealed in writing by the Federation within five (5) calendar days after its receipt by the Federation to the College President. Within five (5) calendar days after his receipt of the appeal, the College President, or his authorized designee, shall convene a meeting to seek a resolution to the complaint or charge. Representing the Federation will be all who participated in 2 and 3 above, the Federation President and the Chairman of the Federation Grievance Committee. The College President or his authorized designee shall reply in writing within five (5) calendar days after the meeting to the Employee, if any, and to all Federation representatives who participated in the meeting. The College President's reply shall indicate whether the matter shall be appealed to the Board of Trustees or to the advisory arbitration. The arbitration award shall be advisory to the Board, which shall consider it at its next regular meeting and notify the parties of its decision in writing within five (5) calendar days.

5 The reply of the College President in 4 above may be appealed in writing within five (5) calendar days after its receipt by the Federation. The appeal, if to advisory arbitration, shall use the procedures under Article IV, except that the decision of the arbitrator shall be advisory.

If the appeal is to the Board of Trustees, the Board (or its appropriate committee) shall hear the appeal within thirty (30) calendar days.

The Board shall reply in writing to the Federation within five (5) calendar days after the next regular meeting of the Board following the hearing. The decision of the Board shall be final and implemented immediately.

General Provisions:

1 A complaint or charge based on the action of authority higher than the Assistant Dean, Head Librarian, Dean of Students, or other administrator of like authority shall be initiated at that step of this procedure. The general procedures relating to that step shall apply to the presentation and adjustment of the complaint or charge, including the right of appeal.

2 The Federation may initiate or appeal a complaint or charge at any step of this procedure.

3 Failure to communicate a decision at any step of this procedure within the specified time limits shall permit it to be advanced to the next step. Failure to file or appeal a complaint or charge within the specified time limits shall constitute acceptance of the decision last made. The aforesaid shall not apply if the time limits are extended by mutual agreement in writing.

4 Attendance at conferences, meetings and hearings held under this procedure shall be limited to those persons specified in the procedure, witnesses and/or resource people required by either party, and counsel for either party.

5 Conferences, meetings and hearings held under this procedure shall be scheduled at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

6 No Employee entitled to be present shall suffer loss of pay or any other penalty because of use of or participation in this procedure.

7 No party shall use any visual or sound recording devises at any stage or step of this procedure without the prior written approval of the other party, except in advisory arbitration, either party may utilize the services of a court reporter.

ARTICLE VI - MANAGEMENT RIGHTS

Except as herein specifically provided, the operation and administration of the College, including the right to make rules and regulations pertaining thereto, shall be fully vested in its Board and the President and their duly designated representatives. Nothing herein stated shall be construed as a delegation or wavier of any powers or duties vested in the Board or any administrator by virtue of any provision of the laws of the Commonwealth of Pennsylvania. All parties to this Agreement, the Board and its representatives and the Federation and its representatives, shall take no action violative of any provision of this Agreement.

ARTICLE VII - RIGHTS AND PRIVILEGES OF THE FEDERATION

1 Copies of the official minutes of meetings of the Board of Trustees shall be provided to the Federation at the time of their regular distribution. In addition, the College shall place a complete set of all such minutes in each campus library as soon as practicable.

2 The College shall compile and provide to the Federation handbooks which will cover general policies for each campus and the College.

3 The College shall compile and provide to the Federation, as soon as practicable, policies of the College which relate to the employment relationship.

4 The College shall compile and distribute to each Employee a handbook which shall explain the various benefits available to Employees including, but not limited to, insurance benefits, hospitalization and surgical benefits, retirement

benefits, and such other matters as may be appropriately placed therein.

5. Within six (6) weeks after their hire, the College shall provide the Federation with the name and work location of all newly hired Employees. With the Employee's consent, the address and telephone number will be included.

6. The Federation shall be permitted to use the facilities of the College for the transaction of its business on each campus. The Federation shall follow the rules and policies routinely utilized for proper use of College facilities. The use of such facilities by the Federation shall not interfere with classes or class schedules.

7. The College shall provide the Federation, to the extent practicable, an office on each campus for the transaction of its business. The Federation shall furnish the office and may install telephone service at its own expense.

8. The College shall provide the Federation, upon request, material, information and/or other records which the Federation may reasonably require for the purposes of negotiating an agreement or implementing this Agreement.

9. The Federation shall be permitted to use the College's intercampus mail service and Employee mailboxes for the purpose of informing Employees of the Federation's official activities. The material shall carry an appropriate Federation identification.

   The Federation agrees to indemnify and save the College harmless against any and all claims, demands, suits, or other forms of liability which shall arise out of or by reason of any alleged slanderous or libelous action taken by the Federation in the use of such services.

10. The Federation shall be provided with at least one (1) bulletin board at each campus which shall be used solely for the purpose of posting Federation materials.

11. The Federation shall be provided with a copy of the agenda of all public meetings of the Board at the same time as such agenda is distributed to the members of the Board. In addition, the Federation may request information supplementary and complementary to the agenda, and such requests shall be granted so long as the information is not of a confidential nature.

12. Upon written request, the Federation President or his designee shall be afforded the opportunity to have a place on the agenda of public Board meetings. The request shall be submitted to the office of the College President at least ten (10) days before the meeting of the Board, and shall indicate the subject(s) to be presented.

ARTICLE VIII - EVALUATION

The College shall evaluate the Employees for the purpose of remediation, promotion, tenure, renewal and non-renewal. Procedures to be utilized are set forth in Appendix B.

ARTICLE IX - ACADEMIC CALENDAR

A Calendar Committee shall be established to recommend a College Calendar for each academic year.

The committee shall be composed of:

1. One (1) student representative from each campus, chosen by the Student Government.
2. One (1) Federation Vice President from each campus.
3. The Executive Dean from each campus or his designee.
4. The College President or his designee.
5. The Federation President or his designee.

The committee shall be convened within one (1) month after the beginning of the Spring semester and shall make its recommendation by March 1 to the College President.

ARTICLE X - ACADEMIC FREEDOM

Academic freedom and its attendant responsibilities are essential to the fulfillment of the purposes of the College. Consistent with this statement:

1. Employees shall have the freedom in the classroom to utilize such materials and to discuss such topics as are relevant to their subject, appropriate to their teaching methods, and conducive to the attainment of the objectives and goals of the course.
2. It shall be the continuing responsibility of the College libraries to attempt to provide faculty and students with books and other learning materials that represent all points of view.
3. When Employees speak, write, or otherwise express themselves as private citizens, they shall at all times make clear that they are not representing the College.
4. Subject to the performance of their academic duties, Employees are entitled to freedom in research and in publication of the results.

ARTICLE XI - RENEWALS AND TENURE

A. Professional Employees

1. All Employees shall be employed on a continuing basis. Each Employee being continued shall, no later than March 15 of each year, be asked in writing to confirm his intention to remain with the College. Such confirmation must be made in writing by the Employee no later than April 15 of each year.
2. An Employee not being continued shall be so notified in writing no later than March 15 and shall be given, in writing, the reasons for such action.

   a. No first-year Employee will be non-continued except for cause. If the cause is questioned, the matter shall be processed through the grievance procedure, and an ap-

propriate committee of the Board shall be the final and binding step.

b. During and after an Employee's second year at the College, non-continuance shall be only for just cause. If the cause is questioned, the matter shall be processed through the grievance procedure and an appropriate committee of the Board shall be the final and binding step.

3. In compliance with the provisions of the evaluation procedure for allowing a reasonable period of time for improvement of performance in areas where performance was diagnosed as unsatisfactory, an Employee shall not be discontinued unless there has been placed on file at least one (1) composite unsatisfactory evaluation result and unless the Employee has not improved his performance to a satisfactory level.

B. Tenure for Professional Employees:

1. Professional Employees who have four (4) years of service with satisfactory composite evaluations at Community College of Allegheny County shall be granted tenure status.

2. a. Any present teaching or non-teaching professional Employee who has completed three (3) years of service at Community College of Allegheny County before September, 1972, shall be granted tenure status upon completion of one (1) additional year of service at the College with a satisfactory composite evaluation.

b. Any present teaching or non-teaching professional Employee who has completed two (2) years of service at Community College of Allegheny County before September, 1972, shall be granted tenure status upon completion of two (2) additional years of service at the College with satisfactory composite evaluations.

c. Any present teaching or non-teaching professional Employee who has completed one (1) year of service at Community College of Allegheny County before September, 1972, shall be granted tenure status upon completion of three (3) additional years of service at the College with satisfactory composite evaluations.

3. Any present teaching or non-teaching professional Employee employed on a full-time basis for the Fall, 1970 term and those Employees hired thereafter will not be granted tenure unless such person has achieved a rank higher than instructor.

4. Non-continuance of a tenured Employee shall be only on the basis of incompetence, physical or mental incapacity which renders him/her unable to perform his/her assignment, or consistent failure to fulfill the responsibilities of the position.

5. Any tenured Employee who is notified of non-continuance shall have the right to process the matter through the grievance procedure, to and including final binding arbitration.

ARTICLE XII - RIGHT TO RETURN TO UNIT

An Employee who accepts a position with the College outside the bargaining unit shall have the right to return to an available similar position in the unit if he exercises such right of return within four (4) years after accepting the non-bargaining unit position.

Such person shall retain all rights previously accrued as an Employee for the four (4) year period and upon return to a bargaining unit position such rights will be bridged as though employment in the bargaining unit had not been interrupted.

ARTICLE XIII - TRANSFERS AND DISPLACEMENT

A. Employees may request transfer from one campus to another and, upon receipt of said request, primary consideration for approval will be extended by the College.

Employees shall not be required to accept transfers from one campus to another except by the mutual agreement between the College and the Employee.

B. In the event of a reduction of staff, the following shall apply:

1. An Employee who cannot be employed within his/her areas of qualifications at the campus of his/her assignment shall have the right to displace the most junior person at any campus in the same or comparable department(s) where a position exists within his/her areas of qualifications.

2. In any contest for retention among Employees, an Employee with tenure shall be given preference over an Employee without tenure who possesses the same number or a greater number of years of continuous service.

3. Displacement of another Employee shall not occur if a bargaining unit position can be made available by the elimination of part-time and overage assignments in the day division.

4. Any Employee who is displaced by this procedure shall be placed on a priority recall list for a period not to exceed three (3) years for available full-time positions in the area of the Employee's qualifications. No hiring procedures shall be applied for such Employee upon recall. The Employee shall retain all rights and benefits earned prior to displacement and, upon return, shall have his/her service bridged as though it had been continuous.

5. Any Employee who is displaced shall be given preference for part-time teaching assignments (at the part-time rate) to a maximum number of eighteen (18) credit hours per term.

ARTICLE XIV - SCHEDULING

A. **Departmental Responsibilities to Part-Time Teaching Employees:**

Each department shall make available to all part-time teaching employees in their areas, the course objectives and the titles of textbooks used in the various courses.

The College shall provide each department with a list of all part-time employees teaching within the area of that department.

This information shall be provided to the departments within two (2) weeks after the start of the course.

Department Heads shall meet at least twice a term with the part-time employees teaching in their respective areas. The Department Heads shall maintain liaison with the part-time faculty in their departments, coordinating between the departments' day and evening, Saturday programs. Where there are Division Chairmen for academic divisions, they shall insure coordination as among departments within their divisions, as between the day and evening Saturday programs.

Normally, applications from candidates for part-time evening, Saturday, and/or summer teaching of credit courses shall be forwarded to the appropriate departments for review and recommendation as to their eligibility for employment.

Except for the special academic or programmatic needs of the College, which shall be determined by the College and shall have primary consideration, the following shall apply as to part-time employees:

> In order to establish a pool of part-time teachers who will be available to teach evening, Saturday, and summer courses for which full-time Employees are not available, the appropriate department(s) (or a committee thereof), in cooperation with the Department Head and Assistant Dean, shall interview the candidates. Those deemed eligible shall be placed on a list to be utilized for such part-time recruitment. If, after a reasonable effort has been made to contact them, the department members (or its committee) are unavailable, this activity may be carried on by Department Head and/or the appropriate Assistant Dean.

B. **Departmental Assignment:**

All Employees shall normally be assigned to one (1) department for administrative purposes and all of their professional work assignments shall be within that department. In the case of an Employee holding appointments in more than one (1) subject, discipline, or work area, such Employee may have assignments in more than one department (in those departments appropriate to his appointments).

Employees who teach more than one (1) course in a department shall be considered as members of that department with all privileges and responsibilities. Employees not holding joint or dual appointments shall not be required to teach or work in departments other than their assigned department for more than two (2) consecutive semesters.

C. **Individual Scheduling:**

Normally, confirmation of tentative individual teaching schedules shall be given to the Employees at least thirty (30) days prior to the end of the preceding term. Any changes which are made in the individual schedules by the administration shall be effected in consultation with the Department Heads and the affected Employees.

D. **Guidelines for Scheduling of Teaching Employees:**

Individual departments, with the Department Head, shall work together with the appropriate Dean in the determination of the guidelines for scheduling the course assignments for members of the Department. This shall be done within reason, so as to permit the members to engage in scholarly, professional, and/or other pursuits in their fields, and to permit the handling of unusual personal circumstances. To the extent practicable, teaching Employees shall be permitted to elect, from term to term, courses different from those they have been teaching and for which they are qualified. Scheduling guidelines shall provide for the due consideration of the impact of class sizes, workloads, numbers of students, and qualifications of departmental faculty for course assignments.

In addition, the following shall apply in the assignment of individual teaching Employee schedules:

> No teaching Employee may be required to teach a class which extends after 5:00 p.m., or any Sunday class, unless it is necessary to complete his full-time teaching load.
>
> Except at the Employee's written request and exclusive of overload, a minimum of eleven (11) hours shall elapse between the end of the Employee's last regularly scheduled class or work hour and the first regularly scheduled class or work hour on the following day.

E. **Re-scheduling:**

In the event the College cannot function as scheduled due to work stoppages, acts of God, or other similar occurrences, the College may furlough Employees, or may reschedule work in the manner prescribed herein so as to complete the academic calendar or other activities which have been interrupted.

ARTICLE XV - ADVISORY RESPONSIBILITIES

Advisees shall be assigned equitably among the teaching Employees on each campus. The appropriate Dean(s), or the DHA(s) where such exist(s), shall assign students in a program

first to the Employee(s) who teach in that major area or in a closely related area. Should equitable distribution of advisees require that teaching Employees advise students in programs outside their academic division, an Employee shall be assigned such advisees in only one (1) program from outside his/her division.

ARTICLE XVI - GENERAL PROVISIONS

1. The College President shall meet two (2) times during each semester and once during the summer with representatives of the Federation, not to exceed four (4), to discuss matters affecting terms and conditions of employment, including policies or plans for expansion and reorganization. These meetings will also provide for the discussion of Federation recommendations, matters of mutual concern, and matters relating to the implementation of this Agreement. At least two (2) weeks in advance of the scheduled meeting, each party shall submit to the other a proposed agenda of matters it desires to discuss.

2. The Executive Dean of the Campus and campus representatives of the Federation, not to exceed four (4), shall meet once a month, unless waived by both parties, for the purpose of discussing matters of educational policy and other matters of mutual concern as well as matters relating to the implementation of this Agreement. At least one (1) week in advance of the scheduled meeting, each party will submit to the other a proposed agenda of matters it desires to discuss.

3. Any individual contract between the College and an Employee shall be subject to the terms of this Agreement.

4. Administrators may be assigned teaching responsibilities as a part of their normal work. No more than two (2) courses per academic year with maximum of eight (8) credits will be assigned to any administrator.

   Administrators shall, if assigned teaching responsibilities, meet the same performance qualifications expected of teaching Employees.

   This paragraph shall not be utilized to deprive Employees of full-time employment.

5. Following three (3) consecutive days of absence covered by collegial cooperation, the College shall arrange for coverage of ensuing absences. If Employees are utilized to cover ensuing absences, overload rates shall be paid. Employees shall suffer no loss in pay for absences covered by collegial cooperation. Absence as a result of emergency shall not require collegial cooperation nor result in loss of pay.

6. Employees other than Educational Technicians, shall be paid monthly over a twelve-month period. Educational Technicians shall be paid semi-monthly over a twelve-month period.

   Compensation for overages, other than summer classes, shall be paid in four (4) equal installments commencing in September and February.

7. Forms to be used or developed for the administration and/or implementation of this Agreement shall be mutually acceptable to the parties.

8. Employees shall be reimbursed in accordance with present College policy for expenses when engaged in authorized College business, including, but not limited to field trips.

9. As to certain Employees at South Campus, see Appendix D, attached hereto and made a part hereof.

10. Due to the delay in the development of an Agreement between the College and the Federation, the normal (scheduled) dates for completing personnel action(s) shall be revised so as to reflect the date change from August 31, 1972, to October 2, 1972 as the beginning of the Fall, 1972 Semester. All other dates shall be adjusted accordingly unless the context clearly indicates otherwise.

ARTICLE XVII - VACATIONS

1. All full-time non-teaching Employees on a twelve-month basis shall be entitled to vacation in accordance with the following:

   a. During the first year of employment, Technicians shall receive two and one-half (2½) days vacation for each quarter (or majority fraction thereof) worked prior to July 1.

   b. During the first year of employment, other twelve-month Employees shall receive one (1) week vacation for each quarter (or majority fraction thereof) prior to July 1.

   c. Full-time twelve-month Employees who have worked for the College prior to July 1 shall receive:

      (1) If a technical Employee, two (2) weeks per year.

      (2) If a professional Employee, four (4) weeks per year.

   d. The College shall schedule vacations giving preference based upon continuous service with the College. Vacation requests shall be honored unless there is a reasonable basis for denial. Any Employee who fails to submit a vacation request prior to the time requested shall be scheduled without regard to continuous service. Vacation requests shall be submitted no later than April 1, and each employee shall be notified of his/her vacation schedule not later than April 15.

   e. Vacation schedules shall not be changed without mutual consent.

   f. Vacation time taken need not be consecutive but must be taken in at least one (1) week periods.

ARTICLE XVIII - HOLIDAYS

1. New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day are regarded as holidays.

2. Other religious holidays or observances will be covered by collegial cooperation.

3. If a holiday occurs during an Employee's vacation, said holiday may be taken on another work day.

ARTICLE XIX - FAIR PRACTICES

The College shall not discriminate against an Employee or any applicant for employment because of age, race, creed, color, national origin, sex, marital status, or membership in the Federation (or lack thereof), or activities on behalf of the Federation.

ARTICLE XX - LEAVES

A. **Maternity Leave:**

Upon written request, an Employee who becomes pregnant shall be granted leave of absence without pay for a period not to exceed two (2) semesters following the birth of the child. The Employee must notify the College of the intention to return no later than April 1 for the following Fall Semester and October 1 for the following Spring Semester. A leave for this purpose that does not exceed one (1) semester shall not be deemed a break in service and such time shall be calculated as time served with all accrued benefits to which she would have been entitled had she been in regular service of the College subject to payment of contributions provided for hereafter where necessary. Employees on such leave of absence shall be permitted to continue their contributions as well as those of the Board for insurance and other benefits at no cost to the College. Upon return to the College, after having completed such leave, such Employee shall be placed on her prior assignment or as close thereto as possible.

B. **Bereavement Leave:**

An Employee shall be granted up to five (5) days bereavement leave for death of a parent, spouse, child, brother, or sister, up to three (3) days for the death of a parent of spouse, son-in-law or daughter-in-law, and up to two (2) days for grandparent, grandchild, brother-in-law or sister-in-law, or any near relative who resides in the same household with the Employee, or any person with whom the Employee has made his/her home. Collegial coverage shall provide for the Employee's assignments.

C. **Jury Duty Leave:**

An Employee called for jury duty or subpoenaed to attend court shall be granted leave with pay for such purposes. Evidence in the form of a subpoena or other written notification shall be presented to the Employee's Dean as far in advance as is practicable. The College shall have the right to request the appropriate authorities to relieve such Employee of jury duty or court appearance in any manner permitted by law, and the Employee is expected to report for regular College duty when his/her attendance at court is not required either for the aforementioned jury duty or as a subpoenaed witness.

D. **Military Leave:**

1. Whenever an Employee enlists or is drafted into active military service of the United States of America (which includes alternate service approved by the Selective Service Commission), he/she shall be granted a military leave without pay, in accordance with law. An Employee on such authorized military leave will be required, within ninety (90) days after his/her severance from such service, to notify the College of his/her availability for employment. The Employee shall have the right to return to the same position he/she held before going on military leave or to an equivalent position for which he/she is qualified, with such benefits as required by law. During the period of such leave, the Employee shall receive no credit for tenure and/or sabbatical leave, unless required by law.

2. Employees who are members of Reserve components of the Armed Forces or members of the Pennsylvania National Guard are entitled to a leave with pay on all working days not exceeding fifteen (15) days in any calendar year during which they are engaged in authorized field training.

3. Employees who are members of the Pennsylvania National Guard are entitled to leaves without pay on all days during which they shall, as members of the National Guard, be engaged in active service for the Commonwealth. For all other purposes they shall be deemed to be regularly employed by the College.

E. **Sabbatical Leave:**

1. **Eligibility:**

To qualify as a candidate for sabbatical, the Employee must have completed six (6) years or more of successful continuous full-time service at Community College of Allegheny County since beginning service or since his/her last sabbatical.

2. **Procedure:**

A sabbatical leave may be taken for any or all of the following reasons:

a. Advanced Study
b. Educational Travel
c. Research and/or Publication
d. Creative Endeavor
e. Community or Social Endeavor

Eligible candidates shall make application in the form of a written proposal during the period from October 15 to December 1 of the year preceding the intended leave to the appropriate Dean. The proposal shall set down details of plans and arrangements, including an accounting of any anticipated income to be derived therefrom. The applicants will be notified not later than February 1 of the action taken on their proposal. A denial of a request shall be accompanied by reasons for denial stated in writing.

3. Conditions:

a. No more than two (2%) per cent of the Employees of the College may be on sabbatical leave at any time.

b. Sabbatical leave may be for one-half (½) year at one-half (½) of annual base salary, or one (1) year at sixty per cent (60%) of annual base salary.

c. Decisions in awarding sabbatical leaves will be governed by the following criteria, in order:

(1) Individual length of College service.
(2) Reasonable and equitable distribution of selection from campuses and departments.
(3) Prior unsuccessful but satisfactory applications.
(4) Judgment of proposals as to their improvement of individual performance or production of academic or socially useful results valuable to the College.

d. An Employee granted sabbatical leave will be entitled to the benefits he/she would accrue during the full-time duty. Upon return to the College, after having completed sabbatical, such Employee shall be placed on his/her prior assignment, or as close thereto as possible.

F. Leaves for Service to the Federation:

Any Employee who is elected or appointed to a full-time position with the Federation or its affiliated organizations will, upon written application submitted ninety (90) days, but not less than thirty (30) days prior to the start of the semester, be granted a leave of absence without pay for a period not to exceed two (2) semesters, or not to exceed two (2) years, if elected or appointed to a Federation office of such term.

Upon return to the College, after having completed such service, such Employee shall be placed on his/her prior assignment, or as close thereto as possible, with all accrued benefits and increments to which he/she would have been entitled had he/she been in regular service of the College, subject to the payment of contributions provided for hereafter, where necessary.

Employees on such leaves of absence shall be permitted to continue their contributions, as well as those of the Board, for insurance and other benefits at no cost to the College.

G. Special Leaves:

1. a. Unless there is a reasonable basis for denial, special leaves of absence without pay for full-time Employees will be approved by the President of the College for one (1) year, which may be renewed for an additional year for special purposes including acceptance of a fellowship, residency required for an advanced degree, full-time graduate study, or other reason which would be of benefit to both the Employee and the College.

b. Requests for such leaves must be made in writing not less than ninety (90) days prior to the date such leave might take effect.

c. Upon return to the College, after having completed such unpaid leave of absence, such Employee shall be placed on his/her prior assignment, or as close thereto as possible, with all accrued benefits and increments to which he/she would have been entitled had he/she been in regular service of the College, subject to the payment of contributions provided for hereafter, where necessary.

d. An Employee granted such leaves may continue the benefits provided by the College at no cost to the College.

2. In addition, unless there is a reasonable basis for denial, leaves of absence without pay or the accrual of benefits may be granted to a full-time Employee for personal convenience. Such leaves shall be for one (1) term and renewable once upon request. A request for such leave shall be made in writing as soon as possible but not less than thirty (30) days prior to the term such leave might take effect. Upon return to the College, after having completed such unpaid leave of absence, such Employee shall be placed on his/her prior assignment, or as close thereto as possible. An Employee granted such leave may continue the benefits provided by the College at no cost to the College.

ARTICLE XXI - SEPARABILITY

In the event that any provision of this Agreement is or shall be at any time held to be contrary to law by a court of last resort of Pennsylvania or of the United States or by a court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, that provision shall be null and void, but all other provisions of this Agreement shall continue in effect. In such event, within ten (10) days after the voiding of the provision, the parties shall meet to negotiate a substitute provision.

ARTICLE XXII - PERSONNEL FILE

1. All information relating to an Employee shall be kept in an official personnel file.

2. No material derogatory to an Employee's conduct, service character, or personality shall be placed in the official personnel file of such Employee unless it is signed by the author of such material and only if the Employee has been given an opportunity to read the material promptly following its receipt or formulation. Any material not so treated shall be given no weight or consideration for any purpose whatsoever and at the Employee's request shall be removed from the file.

3. An Employee shall have the right to answer any material now in his file as well as any material filed hereafter, and his answer shall be attached to the file copy.

4. An Employee shall have the right to examine his file and shall, upon his request, be given copies of any material in his file except for confidential recommendations received in connection with his original appointment at the College.

5. Administrators should place in the Employee's file information of a positive nature, indicating special competencies, achievements, recognitions, performances, or contributions of an academic nature.

6. Material not in the official file may not be used against the Employee for any purpose.

7. The Employee may challenge any material in his file through the grievance procedure and, if the challenge is sustained, the material shall be removed from the file.

8. The College shall remove confidential pre-employment material from the file after tenure is achieved.

ARTICLE XXIII - FRINGE BENEFITS

A. Sickness and Accident Protection:

1. The College shall contribute fifty per cent (50%) of the August 1, 1972 cost of Blue Cross/Blue Shield Hospitalization Surgical Insurance for each participating Employee.

   Within sixty (60) days after the effective date of this Agreement, a Committee comprised of equal numbers of individuals appointed by the College and the Federation shall convene for the purpose of investigating the possibility of buying into the Blue Cross/Blue Shield 100 Plan.

   Upon agreement by the Federation and the College to permit the selection of a comprehensive group practice health plan, the College agrees that each Employee covered by this Agreement shall have the privilege of subscribing to the comprehensive group practice health plan, and that such an Employee's option be in lieu of the group insurance plan for hospital, medical, surgical and related services provided by this Agreement. The College shall contribute monthly toward such comprehensive plan an amount equal to that it would have contributed in order to pay for that Employee's participation in the group insurance plan for hospital, medical, surgical, and related services provided by this Agreement.

2. The College shall continue to provide and wholly contribute to the major medical insurance plan in effect immediately prior to the signing of this Agreement.

3. Employees who are absent due to non-occupational sickness or accident shall first avail themselves of collegial coverage as provided in Article XVI, Paragraph 5. After the first three (3) days of collegial coverage, the College will arrange for coverage either on an overload or part-time basis.

   During the first twenty-eight (28) days of absence following collegial coverage, the College will pay the Employee the difference between his normal salary and the cost of providing coverage for his classes. During the second and third months of absence, the Employee will be paid his full salary.

   Following the third month of absence, Employees with one (1) or more years of service to the College shall then be covered by the short term and long term disability insurance coverage provided by the College.

4. The present long term disability insurance plan for all Employees with more than one (1) year of service shall remain in effect with the following improvements:

   a. A three (3%) per cent cost of living escalator clause;
   b. Waiver of premium (if disabled) for pension plan contribution;
   c. Fixed base for Social Security payments;
   d. Advancement of disability coverage from the seventh month of disability to the fourth month.

B. Group Life Insurance:

The College shall continue to provide and wholly contribute to the life insurance program in effect immediately prior to the execution of this Agreement.

C. Retirement:

The College shall continue to participate in the authorized pension programs in effect immediately prior to the execution of this Agreement. There shall be no forced retirement age.

All benefits guaranteed by this Agreement shall continue regardless of age, so long as the Employee continues to work, but shall be reduced or discontinued where required because of statutory law or contractual restrictions imposed upon the College by an outside party.

D. Travel Insurance:

Accident Insurance in the amount of $50,000 is provided for all Employees traveling on authorized College business.

E. **Fringe Benefits for Academic Year, 1973-74:**

Effective September 1, 1973, the College shall increase its participation in benefit programs by a sum equal to one (1%) per cent of the aggregate salary of bargaining unit Employees for the year September 1, 1972 to August 31, 1973.

The parties shall meet no later than March 1, 1973 to negotiate the lawful use of such sum.

ARTICLE XXIV - COMPENSATION

A. **Compensation:**

Employees covered by this Agreement shall receive increases for the academic year, 1972-73 and 1973-74, as set forth in Appendix A.

B. **Additional Compensation:**

Employees who, in addition to full-time workloads, are responsible for College-authorized instructional and/or coordinative efforts in either (a) program development and other special responsibilities, or (b) Fine Arts (music, drama, and art) productions shall qualify for additional compensation dependent upon the nature and time requirements of the work performed. The following criteria shall be applied to determine eligibility for and amount of additional compensation:

1. All such responsibilities shall have been approved by the College.
2. In program development and coordination, responsibilities that exceed the normal workload of an Employee will qualify an Employee for consideration for additional compensation at the overage rate per credit hour or, in exceptional circumstances, for a course teaching reduction. The additional compensation shall be equated to the established per credit hour overage rate, and the College and Employee shall mutually agree as to the total of such additional compensation, if any.
3. For course and curriculum development, developing in-service training programs, and other related activities, Employees shall submit requests in the form of proposals to be approved by the Executive Dean. Upon approval, the Executive Dean and the Employee concerned shall mutually agree upon the amount of additional compensation.
4. Coordination and/or direction of fine arts activities that are College-authorized and that are in addition to a normal classroom workload shall qualify Employees for additional compensation at the overload rate for College-authorized activities. The range of compensation for responsibilities shall be a minimum of the rate for one-half (½) credit to no more than three (3) credits in any one (1) term.
5. Additional compensation shall be made in the form of either a course reduction or a stipend as follows:

   a. The Federation President and a Vice President on each campus shall have one (1) course reduction per term.
   b. Stipends for other responsibilities that fall within Student Activities funding guidelines, including publications, shall be specified by College policy.
6. All additional compensation arrangements between Employees and the College shall be made in writing, stipulating both the responsibilities to be performed and/or the nature and amount of compensation.

C. **Overages:**

1. Full-time Employees shall be given primary consideration in the teaching of overload and summer session courses, provided requests are received by the Executive Dean or his designee by established deadlines.
2. The following guidelines shall be followed:
   a. Full-time Employees scheduled to teach in the summer session shall be offered a schedule of two (2) courses, if available, and may teach as many as four (4) courses providing this does not deprive any other full-time Employee of an overage.
   b. Full-time Employees shall teach no more than one (1) course overload during the regular semester.
   c. The Department Head, in cooperation with the department, shall review and recommend overload assignments based on the following priorities:
      (1) Qualified full-time Employees within the department.
      (2) Qualified full-time Employees from other departments.
      (3) Part-time Employees.
   d. Reasonable effort shall be made to distribute overloads equitably among department Employees.
3. Present practices relating to overage compensation shall continue.
4. Beginning with the Fall, 1973 term, Employees shall receive for all overages and summer school teaching the rate of $235.00 per credit hour.

ARTICLE XXV - DEPARTMENT HEAD:

A. The Department Head shall perform the functions set forth in Appendix C attached hereto.

B. Department Heads shall receive an annual stipend of $1,000.

Department Heads shall normally be assigned full teaching workloads, however, dependent upon variances in the numbers of department members and/or the scope of departmental functions, the College shall allow no more than one

(1) course reduction for any Department Head. However, departments with ten (10) or more full-time teaching Employees shall receive one (1) course reduction.

C. At the end of the Fall Term of 1972, Department Heads shall be selected by the following procedure to serve out the term of the 1972-73 academic year. Thirty (30) days after the beginning of the Spring Term of 1973, and following on an annual basis, Department Heads shall be selected in accordance with the procedure set forth as follows:

1. The members of departments shall nominate one (1) person for the position of Department Head and submit the nomination to the appropriate Dean.

2. Within fifteen (15) days after the nomination, the Executive Dean shall either confirm or reject the nomination.

3. In the event a nominee is not accepted, the department shall submit the name of another nominee to the appropriate Dean.

4. If the College does not accept a nominee the second time, the College may appoint an interim Department Head to serve for one (1) academic term. In the last month of the term of an interim Department Head, the department shall again nominate.

No interim Department Head may be appointed by the College to serve an additional interim term without departmental agreement.

ARTICLE XXVI - FEDERATION SECURITY:

A. Maintenance of Membership:

1. Each Employee who, on the effective date of this Agreement, is a member of the Federation, and each Employee who becomes a member after that date, shall maintain his membership in the Federation, provided that such Employee may resign from the Federation during a period of fifteen (15) days prior to the expiration of this Agreement or any renewal or extension thereof, by notifying both the College and the Federation by certified mail of his desire to terminate his membership. The payment of dues while a member shall be the only requisite employment condition.

B. Check-off of Federation Dues:

1. The College agrees to deduct the Federation's annual membership dues in twelve (12) equal installments from the pay of those Employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the College by the Federation, and the aggregate deductions of all Employees shall be remitted together with an itemized statement to the Federation by the last day of the succeeding month after such deductions are made. This authorization shall be irrevocable during the term of this Agreement as provided in the maintenance of membership provision above.

2. The Federation shall indemnify and hold the College harmless against any and all claims, suits, orders, or judgments which may arise out of the implementation of this Article.

ARTICLE XXVII - CAMPUS COMMITTEES

A. Standing committees within their respective areas of concern shall be responsible for:

1. Recommendations for policy formulation and implementation.
2. Review and assessment of policy.
3. Recommendations for policy modification.

B. The College shall supply committees with readily available or reasonably obtainable information pertaining to their areas of concern.

C. Within the general responsibilities of all standing committees as set forth in A above, the following responsibilities, which are not necessarily all-inclusive, shall be exercised within the areas of concern of the standing committees to be established:

1. The area of concern for admissions and academic standards shall include responsibilities for admissions and registration procedure, maintenance of academic records, testing, academic standing, grading procedures, academic probation and appeals, and degree requirements.

2. The area of concern for curriculum shall include responsibilities for curriculum change and development and for supportive educational resources such as audio-visual and library services.

3. The area of concern for developmental education shall include the responsibility for keeping informed of research and developments in the field of developmental education and for disseminating such information to the staff. Recommendations relating to changes in curriculum shall be coordinated with and approved by the committee in charge of curriculum.

4. The area of concern for student affairs shall include responsibilities for all areas of student problems and concerns exclusive of the disbursement of student activity funds. Such responsibilities shall include judicial policy and procedures.

5. The area of concern for research and development shall include responsibilities for the long-range goals and objectives of the College as they relate to the community, for the means necessary to fulfill such goals and objectives, and for the integration of innovative concepts as they may be observed at other institutions.

6. The area of concern for student career and transfer programs shall include responsibilities for the collection and dissemination of information pertaining to career needs and trends in the community and transfer programs at other institutions, the examination of the relevance of the College's career programs to community needs and trends and the transferability of College credits, the recruitment and advisement of students in both career and transfer programs, and the placement and progress of College graduates.

D. Within the parameters of their respective responsibilities, committees shall be alert to the possible impact their recommendations may have, and whenever it appears that their recommendations may have a material impact within the responsibility areas of other committees or of particular departments, the committee chairman shall consult such committee(s) and department(s) prior to the release of such recommendations.

E. Within two (2) weeks after the effective date of this Agreement, an ad hoc committee on each campus, consisting of three (3) Employees appointed by the Campus Federation Vice Presidents, three (3) students appointed by the Student Government, and three (3) administrators appointed by the Executive Dean, shall be convened by the Federation and the Executive Dean. This committee shall be responsible for establishing standing committees for the above areas of concern. The ad hoc committee shall:

1. Title the standing committees.
2. Request and receive lists of persons appointed to the standing committees by the Student Government, the Federation, and the Executive Dean.
3. Establish committee membership for each area of concern as follows:

   a. Each committee shall have a maximum of four (4) administrators, four (4) students, and five (5) Employees (except for the committee to which the curriculum area of concern is assigned which shall have a maximum of four (4) administrators, four (4) students, and nine (9) Employees and the committee to which the research and development area of concern is assigned which shall have a maximum of four (4) administrators, four (4) students, and six (6) Employees.

   b. Each representative group of administrators, students, and Employees shall have an equal total number of votes. The total number of votes available to the administrators or the students on each committee shall be equal to the total number of Employees assigned to each committee. Votes shall only be cast by those present; no absentee voting shall be permitted.

4. Convene an organizational meeting of each committee. At that meeting, each standing committee shall elect its officers and schedule its first regular meeting. All decisions shall require a majority vote.

Any requests for additional standing or ad hoc committees shall be directed to the Executive Dean, the President of the Student Government, and the Campus Federation Vice Presidents, who will appoint an ad hoc committee of three (3) administrators, three (3) students, and three (3) Employees to review the request. If this committee deems the request appropriate, a new Campus Committee shall be established according to the above procedure. Anything herein to the contrary notwithstanding, this ad hoc committee shall arrive at its decisions by mutual agreement, a majority vote within each of its representative groups being required for that group to register its agreement or disagreement.

F. 1. Each committee shall make available minutes of committee meetings to committee members and to members of its constituent bodies.

2. Copies of committee recommendations shall be distributed to their constituent bodies through the Federation, the office of the Executive Dean, and the Student Government. Should any ten (10) members of these constituencies petition a committee chairman in writing within five (5) reporting days after distribution of a recommendation, the committee chairman shall, within ten (10) reporting days after receipt of petition, convene a special session of the committee to hear all interested parties. On the basis of such a hearing, the committee may rescind its recommendation, alter the recommendation, or retain the recommendation in its original form. After such hearing and review, the committee shall forward its recommendation to the Executive Dean, with copies distributed simultaneously to its constituent bodies through the Federation, the office of the Executive Dean, and the Student Government.

3. After receipt and review of the committee recommendation, the College President shall, within a reasonable period of time:

   a. Implement the recommendation and inform the committee chairman, the Federation, and the Student Government, in writing, of such action, or

   b. Forward the recommendation for review by the Executive Dean and inform the committee chairman, the Federation, and the Student Government, in writing, of such action, or

   c. Return the recommendation to the committee, providing the chairman, the Federation, and the Student Government with written comments and recommended revisions, or

d Reject the recommendation and return it to the committee, providing the chairman, the Federation, and the Student Government with reasons in writing.

In the event the recommendation is rejected by the Executive Dean or returned with comments of recommended revisions which are unacceptable to the committee, the committee may forward the recommendation to the College President for his/her review and shall notify the Executive Dean, the Federation and the Student Government of its action.

4 After receipt and review of the recommendation, the College President shall, within a reasonable period of time

a Implement the recommendation and inform the committee chairman, the Federation, and the Student Government, in writing, of such action, or

b Forward the recommendation to an appropriate committee of the Board of Trustees for its action and inform the committee chairman, the Federation, and the Student Government, in writing, of such action, or

c Return the recommendation to the committee, providing the chairman, the Federation, and the Student Government with written comments and recommended revisions, or

d Reject the recommendation and return it to the committee, providing the chairman, the Federation, and the Student Government with reasons in writing.

In the event the recommendation is rejected by the College President or returned with comments of recommended revisions which are unacceptable to the committee, the committee may forward the recommendation to the appropriate committee of the Board of Trustees for review and shall notify the College President, the Executive Dean, the Federation, and the Student Government of its action. The action of the Board of Trustees shall be final and shall be communicated to the committee chairman in writing.

5 The College may request in writing the development of a recommendation from a Campus Committee. Such request shall allow reasonable time for the committee to respond. In the event that the committee fails to act within a reasonable period of time on a request from the College for the development of a recommendation, the College may implement policy in that area without further committee action.

ARTICLE XXVIII - EMPLOYMENT ARRANGEMENTS:

A. Teaching Faculty:

1. Faculty Campus Hours:

When faculty members are not scheduled for classes, office hours, College committees, or other required College meetings, they are not required to be on campus. College officials may call on faculty members when necessary in emergency situations.

2 Standard Employment Arrangement for Teaching Employees:

Teaching Employees will be required to teach two (2) semester terms each academic year. While for fiscal and related purposes, appointments are geared to pay periods from September 1 to August 31, the College may require the service of teaching Employees for registration, ad hoc committees, College and Campus Department and Division committees, accreditation, College-wide surveys, College and Campus meetings, in-service training, orientation, and Department/Division meetings. Employees may be required to report for work no more than five (5) days prior to the start of the Fall semester and no more than five (5) days prior to the start of the Spring semester. The regular academic semesters shall end, with respect to teaching Employees' duties, after the Employees' last scheduled final examination provided that grade reporting procedures and Review and Appeal Boards have been completed. During the period between semesters, Employees may be required to be on campus only for compelling and unavoidable reasons.

In the event the number of scheduled working days have not been held, regardless of the reason therefor, the College may require the continuation of classes and the work of teaching Employees so as to complete the academic calendar and other activities which may have been interrupted.

Each teaching Employee shall maintain a minimum of five (5) office hours per week during the regular academic terms, and may be required to participate in no more than two (2) hours of College meetings per week during the regular academic terms.

Should necessary meetings or other responsibilities as specified in this Agreement require an Employee's presence on campus, when except for such requirement, the Employee would not have to be present, reasonable advance notice of such required presence must be given.

B. Non-Teaching Professional Employees:

Non-teaching professional Employees (i.e., Librarians, Counselors, Audio-Visual Specialists, etc.) shall have the same rights and privileges as accrue to teaching Employees except as affected by this Article.

1. Standard Employment Arrangements:

a Non-teaching professional Employees shall be assigned, and be eligible for, promotion in rank.

b. Such Employees, at the discretion of the College, may be employed on a ten (10) month or twelve (12) month basis. If this discretion is applied by the College to present Employees, the Employees shall have the right to choose the employment they prefer. Those Employees on a twelve (12) month basis shall receive a salary differential as noted in Appendix A. Such twelve (12) month Employees shall have vacation as specified in Article XVII of this Agreement.

c. Such Employees may request overload teaching assignments in academic departments where they are qualified to teach.

d. Such Employees, in cooperation with their immediate supervisor, shall prepare job descriptions and submit them to the College for approval.

e. Effective with this Agreement, no Employee shall be hired to perform as a Counselor nor have the title of "Counselor" unless such Employee holds a counseling degree or its equivalent.

2. Personnel Practices:

a. Such Employees shall not be required to work

(1) More than thirty-seven and one-half (37½) hours weekly,

(2) More than five (5) days weekly,

(3) More than seven and one-half (7½) consecutive hours a day exclusive of mealtime. Except that when an Employee is scheduled for less than a full day, the hours not worked will be scheduled on one (1) or more of the other four (4) days worked in that week.

(4) Saturday and Sunday in one week,

(5) More than one (1) evening in one week.

The above conditions may be waived if the Employee so requests and the College agrees.

b. A non-teaching Employee who agrees to work in excess of thirty-seven and one-half (37½) hours in one (1) week shall be granted compensatory time which may be cumulative but not extended beyond the semester in which the compensatory time was earned.

c. Normally, professional Librarians shall be on duty at all times when the main Library is open.

3. Scheduling:

Non-teaching professional Employees shall work together with their immediate supervisor in the scheduling of work assignments. This shall be done, within reason, so as to permit the Employees to engage in scholarly, professional,

and/or other pursuits in their fields, and to permit the handling of unusual personal circumstances.

4. Working Conditions:

a. It is the intent of the College to provide adequate office and work space and equipment for all non-teaching professional Employees.

b. Each Counselor shall be provided with an individual office.

C. Educational Technicians (non-Teaching):

1. Standard Employment Arrangements:

a. Educational Technicians will be assigned to Educational Technician I or II ranks. They are not eligible for tenure (Article XI).

b. Such Employees, at the discretion of the College, may be employed on a ten (10) month or twelve (12) month basis. If this discretion is applied by the College to present Employees, the Employees shall have the right to choose the employment they prefer. Salary will be as prescribed in Appendix A.

c. Such Employees in cooperation with their departments and supervisors shall prepare job descriptions and submit same to the College for approval.

d. An Educational Technician, Rank II, when properly credentialed and qualified, shall be given primary consideration for appointment to a faculty teaching position when an opening arises.

2. Personnel Practices:

a. Such Employees shall not be required to work

(1) More than thirty-seven and one-half (37½) hours weekly,

(2) More than five (5) days weekly,

(3) More than seven and one-half (7½) consecutive hours a day, exclusive of mealtime. Except that when an Employee is scheduled for less than a full day, the hours not worked will be scheduled on one or more of the other four (4) days worked in that week.

(4) Saturday and Sunday in one week,

(5) More than one (1) evening in one week.

The above conditions may be waived if the Employee so requests and the College agrees.

b. Such Employees who, with the approval of the College, work in excess of thirty-seven and one-half (37½) hours in one (1) week will be paid overtime on the following basis:

1. Hourly wages or compensatory time off at straight time will be paid for the first two and one-half (2½) hours of overtime worked in one (1) week.

2. Hourly wages or compensatory time off at time and one-half will be paid for all hours over forty (40) in any one (1) week.

3. Compensatory time off in the place of wages may be taken if the Employee so prefers.

c. Such Employees are entitled to the same fringe benefits as the teaching faculty.

3. **Probationary Conditions and Termination:**

a. Within the first six (6) months probationary period, such Employees may be terminated without recourse to the complaint or grievance procedure.

b. Beginning with the seventh (7th) month of employment, such Employee may be terminated for just cause and have recourse to the grievance procedure.

If a Technician becomes a teaching Employee, time in rank as a Technician does not apply to the probationary period as a teaching Employee.

4. **Scheduling:**

Such Employees shall work together with their supervisors in scheduling of work assignments. This shall be done, within reason, so as to permit the Employees to engage in scholarly, professional, and/or other pursuits in their fields, and to permit the handling of unusual personal circumstances.

5. **Working Conditions:**

a. It is the intent of the College to provide necessary office and work space and equipment.

b. The performance of each Technician will be periodically evaluated.

D. **Worksites:**

Normally, Employees shall not be required as a condition of employment to work on more than one (1) campus. Employees may, however, be required to work at more than a single location in the performance of their employment responsibilities (e.g., nursing, paramedical technologies, etc.). Such Employees shall be granted travel expenses in accordance with established College policy for such expenses covering local travel between worksites. Should circumstances necessitate that an Employee be at more than one (1) worksite on any single day as a part of the normal workload of that Employee, he shall be compensated for travel expenses for round trip mileage between worksites. Reasonable travel and, if appropriate, meal time shall be provided for those

Employees who may be required to work at more than one (1) site in any single day.

No Employee shall be required to work at more than one (1) site so long as a person qualified for the work to be performed is willing to accept the assignment.

In the event that the College requires an Employee to work at more than one (1) site, the most junior Employee qualified for the work to be performed shall be assigned.

ARTICLE XXIX - WORKING CONDITIONS

The College shall provide office space for all full-time Employees. Pending the completion of new facilities, the College intends no reduction in space available to Employees except as may temporarily be necessary during the time when physical transfer from existing to new facilities is being effected. For all new facilities, no more than two (2) Employees will normally be assigned to one (1) office.

Each Employee shall be provided with a lockable desk, a lockable file cabinet, bookshelves, a wastebasket, and at least two (2) chairs. Additionally, the College will initiate action in the Fall, 1972 semester to improve telephone services available to Employees and shall establish as a goal for the Fall, 1973 semester the provision of telephone service for each faculty office. The College will also increase the amount of secretarial services available to faculty, as well as increase the number of typewriters, establishing as a goal for the Fall, 1973 semester the provision of necessary office equipment that is readily accessible to each Employee. The duties of the faculty secretaries shall be primarily to provide clerical assistance to the Employees.

Adequate seating and/or workspace, as applicable, will be provided for all students in the classroom, and each classroom will have a chalkboard, chalk, erasers, a wastebasket, a lectern, a teacher's table with a teacher's chair, and appropriate room-darkening equipment. Where it is planned to continue the utilization of temporary facilities for instruction, the College shall take measures to improve instructional capabilities of such facilities. New facilities in the planning and construction phase will provide electrical outlets for classrooms as well as provisions for the use of audio-visual aids.

Additionally, the College will initiate action in the Fall, 1972 term to improve maintenance and security of buildings and to improve instructional support for Employees.

ARTICLE XXX - CHANGES IN INSTITUTIONAL ORGANIZATION

Any plans of the administration for reorganization that directly affect the members of the bargaining unit shall be considered by the appropriate standing committee(s) and/or a specially constituted **ad hoc** committee, as necessary, in accordance with the provisions of Article XXVII, Campus Committees.

ARTICLE XXXI - ADDITIONAL FACILITIES

While the College maintains sole and exclusive right and responsibility for establishing all aspects of additional facilities, whenever new facilities are under active consideration, the College President shall convene a meeting with the Federation to discuss such facilities and the educational policies and programs planned therefor.

After the Board of Trustees has made a decision to develop a new facility, a college wide **ad hoc** committee of administrators appointed by the College President and Employees appointed by the Federation President, the numbers to be mutually agreed upon by the College and the Federation, shall be involved in the planning of facilities and educational programs and policies.

ARTICLE XXXII - TUITION REIMBURSEMENT

1. Employees, after having completed two (2) semesters of service with the College are eligible for reimbursement of tuition for courses taken to improve their effectiveness.
2. Courses for which reimbursement is granted must be relevant to the Employee's major or allied fields, or for special educational purposes, or degree objective, and must have the prior written approval of the Executive Dean. The courses must also be satisfactorily completed prior to reimbursement.
3. Reimbursement will be for tuition fees only.
4. Reimbursement to Employees will be based on the following:
   a. There shall be a fund of $25,000 set aside for tuition reimbursement.
   b. All Employees who apply shall be entitled to tuition reimbursement up to a sum of $300 for up to six (6) credit hours taken between September 1 and August 31.
   c. Whatever monies from the tuition reimbursement fund remain after payments have been made for the first six (6) credit hours shall be used first to pay up to 100% of the tuition for the first six (6) credit hours and second, to be prorated among all Employees who took more than six (6) credit hours up to 100% of their tuition.

ARTICLE XXXIII - PROMOTIONS

1. Any Employee who meets the minimum requirements for promotion as described in the College Policy on Criteria for Initial Placement and Minimum Criteria for Promotion in Rank, may submit an application for promotion to the appropriate Dean. This application shall follow receipt of the final performance evaluation results for the year in which any such Employee becomes eligible for promotion.

   The appropriate Assistant Dean will arrange for the delivery of the application along with the applicant's personnel record which will include all evaluative materials and documentation of other professional activity to a Board of Deans and Assistant Deans following a discussion of these materials with the candidate. The candidate may provide any additional information, explanation, clarification or elaboration to support his candidacy.

   Based on positive findings of the Deans and Assistant Deans, candidates will be recommended for promotion by the Executive Dean to the College President. Should the Board of Deans and Assistant Deans not recommend the candidate, they will give their reasons in writing to the candidate.

   The College President will review the recommendations of the Boards of Deans, Assistant Deans and Executive Deans and forward his/her recommendations to the Board of Trustees. The candidate shall be informed of promotion no later than May 1.

   Any candidate denied promotion at this time will be immediately informed in writing of the reasons for the denial and shall be automatically eligible for review by the College President the following year provided his performance continues to be satisfactory.

2. While an instructor with two (2) years of service at Community College of Allegheny County is eligible to be considered for promotion, an instructor with three (3) years of service with satisfactory composite evaluation at the College shall be promoted to assistant professor.

ARTICLE XXXIV - DIVISION CHAIRMAN

Present practices and policies relating to the Division Chairman shall continue in effect as to each Employee now holding that position so long as the position shall exist, but no later than the first day of the Spring semester of the 1972-73 academic year. Should a Division Chairman be appointed Assistant Dean during the Fall semester he shall be permitted to continue his teaching load but it shall be charged against the teaching load he would be permitted to carry for the academic year as an administrator.

Should a Division Chairman not be appointed Assistant Dean during the Fall semester, and an Assistant Dean be appointed, the Division Chairman may, in addition to his teaching load, be assigned the equivalent of a full teaching load in work that is quantitatively and qualitatively similar to the work he had been doing. Such work shall not displace another Employee.

The appropriate Dean or his designee shall assume the duties and responsibilities of the first level administrator as set forth in this contract until the position of Division Chairman is discontinued.

Division Chairmen who, upon discontinuance of their position, elect to return to full-time teaching Employee status, retain all rights and privileges of teaching Employees as set forth in this contract.

Division Chairmen who elect to return to full-time teaching Employee status in the 1972 Fall semester before Department

Heads are selected, shall be eligible for consideration in the selection of Department Heads.

ARTICLE XXXV - HEADINGS:

Any heading preceding the text of the several Articles hereof are inserted solely for the convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

ARTICLE XXXVI - CONDITIONS OF RETURN:

1. The parties agree to withdraw, or cause to be withdrawn, all suits, actions, and/or charges against each other or their representatives, and release each other from claims which have as a basis the bargaining processes leading to the execution of this Agreement.
2. No person employed by the College shall be punished or rewarded on account of his activities or lack of activities relating to the work stoppage.
3. No Employee shall be entitled to pay or compensation for the period of the work stoppage.
4. Twelve-month Employees may, by waiving compensatory time earned, vacations, or by working additional hours, receive over the period from October 1, 1972 to August 27, 1973, the full twelve-month sum set for such position, provided the hours worked equal the hours expected for such twelve-month period.

   Any Employee who works less than the hours expected for such twelve-month period shall receive a percentage of the compensation set for the position equal to the percentage of the time actually worked to that expected from August 28, 1972 to August 27, 1973.
5. No administrator or employee, whether or not a member of the bargaining unit, shall permit the activity of any other administrator or employee, whether or not a member of the bargaining unit, to affect his or her relationship with other administrators or employees, whether or not they are members of the bargaining unit.
6. No record or notation regarding the work stoppage shall be entered in the files or records of any person employed by the College below the level of Assistant Dean.
7. No prior approval will be required for tuition reimbursement purposes and reimbursement will be approved for such purposes provided the requirements for normal approval are met.

ARTICLE XXXVII - TOTALITY OF AGREEMENT:

The parties hereto agree that all items presented for negotiation have been discussed during the negotiations leading to this Agreement and, therefore, agree that until the time specified in this Agreement for beginning negotiations for a successor

Agreement, negotiations will not be requested on any item, whether contained herein or not.

ARTICLE XXXVIII - TERM OF AGREEMENT

This Agreement shall remain in full force and effect to and including the thirty first (31st) day of August, 1974, and shall automatically renew itself year to year thereafter unless either party shall serve written notice on the other party of its desire to terminate, modify, or amend this Agreement in accordance with applicable law.

Upon receipt of such notice, negotiations shall begin in conformity with the requirements of the Pennsylvania Public Employe Relations Act.

The term of this Agreement shall be from October 1, 1972 to August 31, 1974.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed and sealed this 1st day of October, 1972.

AMERICAN FEDERATION OF TEACHERS Local 2067 AFL-CIO	COMMUNITY COLLEGE OF ALLEGHENY COUNTY
BY Raymond E. Mack (signed)	BY Alfred W. Beattie (signed)
BY Anita M. Laing (signed)	BY John B. Hirt (signed)
BY Nancy J. Crary (signed)	BY Curtis L. Borton (signed)

APPENDIX A - SALARY SCHEDULE

I. The salary range for hire and promotion shall be as follows:

A. Ten-Month Salary Schedule:

Educational Technician I	$ 4,000 - $ 6,000
Educational Technician II	5,000 - 7,000
Assistant Instructor	7,000 - 9,000
Instructor	8,000 - 11,500
Assistant Professor	9,000 - 14,000
Associate Professor	10,500 - 16,500
Professor	13,000 - 19,000

B. Twelve-Month Salary Schedule:

Educational Technician I	$ 4,800 - $ 7,200
Educational Technician II	6,000 - 8,400
Assistant Instructor	8,400 - 10,800
Instructor	9,600 - 13,800
Assistant Professor	10,800 - 16,800
Associate Professor	12,600 - 19,800
Professor	15,600 - 22,800

II. Salary increases for 1972-73 and 1973-74 as follows

A. Effective October 2, 1972 for 1972-73 Academic Year

	10-Month			12-Month
Educational Technician I	$300	+ $200	= $ 500	$ 600
Educational Technician II	300	+ 200	= 500	600
Assistant Instructor	350	+ 300	= 650	780
Instructor	400	+ 300	= 700	840
Assistant Professor	500	+ 300	= 800	960
Associate Professor	600	+ 300	= 900	1,080
Professor	700	+ 300	= 1,000	1,200

B. Effective February 1, 1973, additional increases as follows

	10-Month	12-Month
Educational Technician I	$200	$240
Educational Technician II	200	240
Assistant Instructor	470	564
Instructor	470	564
Assistant Professor	470	564
Associate Professor	470	564
Professor	470	564

C. Effective September 1, 1973 for the 1973-74 Academic Year, salary increases will be as follows

	10-Month			12-Month
Educational Technician I	$300	+ $200	= $ 500	$ 600
Educational Technician II	300	+ 200	= 500	600
Assistant Instructor	350	+ 300	= 650	780
Instructor	400	+ 300	= 700	840
Assistant Professor	500	+ 300	= 800	960
Associate Professor	600	+ 300	= 900	1,080
Professor	700	+ 300	= 1,000	1,200

D. Effective February 1, 1974, additional increases as follows:

	10-Month	12-Month
Educational Technician I	$200	$240
Educational Technician II	200	240
Assistant Instructor	320	384
Instructor	320	384
Assistant Professor	320	384
Associate Professor	320	384
Professor	320	384

APPENDIX B - EVALUATION PROCEDURES

SECTION A - TEACHING EVALUATION

I Purpose

A To ascertain that the professional performance of a teaching Employee is "satisfactory" or "unsatisfactory"

1 The results of the evaluation process will be the determining criteria for

a Renewal of an Employee

b Tenure status of an Employee

B To improve teaching effectiveness by including remediation provisions within the evaluation process

II There will be an "evaluation by students" process as follows

A It is recommended that the students shall evaluate faculty performance only in the following areas

1 Faculty attendance at classes

2 Testing (if applicable) - reading level and clarity of tests for students

3 Course requirements - are they clearly defined for students (e.g., system of evaluation, projects, learning activities in general)

4 Performance of Faculty

a Is the content presented related to the course objectives?

b Communications - has the instructor communicated effectively?

c Are teaching methods effective?

B The instrument used in the "evaluation by students" process shall be developed, reviewed and kept current by a College Committee. The committee shall be composed of

One (1) student representative from each campus chosen by the Student Government

One (1) Federation Vice-President from each campus or his designee

The Executive Dean from each campus or his designee

The College President or his designee

The Federation President or his designee

The committee may utilize other appropriate resource personnel in the development of the instrument

1 The instrument shall include a series of objectively-styled questions related to those areas of performance listed in Section II A above

2 There shall be one (1) area of the instrument reserved for the students to write a verbal reaction to the teaching Employee on traits that will be listed such as

a The Employee's sensitivity to

(1) Student problems

(2) Student needs

(3) Student concerns and objectives

b Relationship between the Employee and the students in the classroom

3 Because of the urgency of the situation, the attached student evaluation instrument shall be that utilized for the Fall Term, 1972. For all succeeding terms, however, the instrument utilized for student evaluation purposes shall incorporate those revisions developed by the Committee herein established for that purpose.

4 The act of administering the student evaluation instrument shall be the College's responsibility, with the following provisions

a Any options as to College personnel who may actively present the instrument to the students shall be agreeable to the Committee

b All guidelines for the act of administering the evaluation instrument shall be agreeable to the Committee

(1) In the class period during which the instrument is to be presented to the students for completion, such presentation shall occur as the first order of business of that class period.

(2) The Employee being evaluated by the students shall not be present in the classroom during the presentation of the evaluation instrument to the students.

(3) All directions for student completion of the instrument shall be included in writing on the instrument. The individual who presents the evaluation instrument to the class for completion shall not depart in his/her remarks from the directions included in writing on the instrument.

C Upon review of data from the student evaluation instruments, the College shall make an evaluative summary about the Employee's performance as those student perceptions would indicate.

1 This summary shall be reduced to writing and if the College perceives any problem or potential problem areas in the Employee's performance, explanation of such shall be included.

2 Should an Employee receive written explanation of problem or potential problem areas in his performance he shall do one (1) of the following

a Agree with and acknowledge such explanations with his signature or concurrence on the written form

(1) The College shall list in writing any suggested activities the Employee may pursue to improve performance in problem or potential problem areas

b Disagree with such statements and

(1) List in writing those areas in which he disagrees with the College's judgment

(2) Attempt to effect a change in the evaluative judgment, as described in Section VI

3 All written materials and copies thereof from the student evaluation process shall be placed on file as follows

a Upon completion of the reading and scoring of the completed student evaluation forms, the College shall give the teacher a copy of the computerized data summarization and shall make available to the teacher the student instruments for review. If the teacher requests, the College shall also give the teacher copies of the instruments

b To be kept in the Employee's personnel file folder are all other written statements related to the student evaluation process, including

(1) All computerized data summarizations of the student evaluation forms

(2) All interpretative statements of that data as made by the College

(a) The Employee shall be given a copy for his own use of all such interpretative statements

(3) All written counter-remarks of an Employee in response to the College's interpretative statements

(4) All written suggested activities as listed by the College, as ways to improve performance

(a) The Employee shall be given a copy for his own use of all such suggested activities as listed

III There shall be a College Supervisory Evaluation of an Employee's teaching performance as follows

A The College Supervisor shall evaluate the faculty member's instructional materials as they are submitted to him as follows

1 The following materials shall be forwarded to the College Supervisor

a Copies of course outlines

b Copies of specified instructional objectives

c Copies of specified requirements for completion of course

d Copies of tests and other student evaluation materials administered in the course

e Description of evaluation procedures

2 The Supervisor shall evaluate the received instructional materials in the following areas

a Evaluation Activities

(1) Is evaluation method appropriate to course objectives?

(2) Are evaluation activities relevant to course objectives?

b Preparation

(1) Long range development of individual course objectives

(2) Long range plan of instructional activities

3 There shall be forms constructed which are mutually agreeable to the College and the Federation for the purpose of evaluating those materials listed in III-A-1

a The forms shall list those instructional materials as described in Section III-A-1

b The forms shall provide space for the College Supervisor to write an evaluative summary about those instructional materials submitted by the instructor. The Supervisor shall list in writing suggested activities the Employee may pursue to improve performance in indicated problem or potential problem areas

c The forms shall provide space in which the instructor may write any comments in reaction to the Supervisor's evaluative summary

(1) These faculty reactions may be either in agreement or disagreement with the Supervisor's summary or suggestions for improvement in performance

(2) The Employee may attempt to effect a change in the summary or suggestions for improvement being unfair or improper by conference with the Supervisor who wrote the summary or suggestions

B There shall be a classroom observation conducted by the College Supervisor for the purpose of evaluating the classroom performance of the instructor.

1 The College Supervisor shall evaluate performance in the following areas:

a Is the presented content related to the course objectives?

b Is the instructor attempting to develop interest in the material in the students?

c Is the instructor attempting to communicate effectively?

d Is the instructor attempting to use teaching methods conducive to reaching the course objectives?

2 With each classroom observation conducted by the College Supervisor, there shall be a pre-observation conference and a post-observation conference involving the Supervisor and the faculty member to be observed, with the following provisions:

a Provisions for the pre-observation and post-observation conferences:

(1) The conferences and observation shall occur at times mutually agreeable to the Supervisor and faculty member.

(2) Forms shall be constructed, which are mutually agreeable to the College and the Federation setting the agenda for these conferences:

(a) The forms shall list those areas of classroom performance established as "evaluable by the College Supervisor".

(b) The conference forms shall have space provided for writing comments related to each area of performance:

(1) To be entered on the form during the pre-observation conference are remarks indicating what plans the instructor has for the class to be observed.

(2) To be entered on the form during the post-observation conference are the evaluative statements from the observer about those areas of performance listed.

(3) The post-observation form shall provide space in which the instructor may write reactions to observer's evaluative statements on performance.

(4) There shall be space provided on both forms in which the instructor may enter any special instructional activities, methods or objectives which he would want observed and evaluated.

(a) This is not to serve as an imposition of a more stringent evaluative observation on the faculty member than would have normally occurred.

3 Upon review of all data from the supervisory observation and conferences, the College shall make an evaluative summary of the Employee's classroom performance.

a The summary shall be reduced to writing and if the College perceives any problem or potential problem areas in the Employee's performance, explanation of such shall be included.

b Should an Employee receive written explanation of problem or potential problem in his classroom performance he shall do one (1) of the following:

(1) Agree with and acknowledge such explanation with his signature of concurrence on the form.

(2) Disagree with such explanation and:

(a) List in writing those areas in which he disagrees.

(b) Attempt to effect a change in the explanation by conference with the Administrator who wrote such explanation.

4 All written materials relating to the Supervisory Observation process shall be, upon placement of all required signatures thereon, put into the Employee's personnel file folder. These forms shall include:

a All evaluation forms from:

(1) Pre-observation conferences.
(2) Classroom observations.
(3) Post-observation conferences.

b All counter-remarks made by the Employee to the College's evaluative statement.

c All written statements of suggested activities for improvement of performance.

IV Composite Evaluation:

The College shall evaluate faculty teaching performance with the following provisions:

A Evaluative judgment shall be arrived at on the following basis:

1 Determining factors shall be:

a Results of the student evaluation process.
b Results of the Supervisory Evaluation Process.

2. Both the student evaluation results and the supervisory evaluation results shall have equal weight in effecting the composite evaluation result. If the results conflict, either party may request another evaluation.

B. The judgment shall be reduced to writing as either of the following:

1. Satisfactory

a. If the College perceives any potential problem areas in the Employee's performance, explanations of such shall be written and presented to the Employee.

2. Unsatisfactory

a. The College shall list in writing those areas of performance in which the Employee's performance is unsatisfactory and present such written material to the Employee.

C. Should an Employee receive written notification of unsatisfactory performance in any areas of his performance, he shall do one (1) of the following:

1. Agree with and acknowledge such unsatisfactory judgments with his signature of concurrence.

a. The College shall list in writing any suggested activities the Employee may pursue to improve performance in unsatisfactory areas.

2. Disagree with such statements and:

a. List in writing those areas in which he disagrees with the College's judgment.

b. Attempt to effect a change in the evaluative judgment, as described in Section VI.

D. Any forms used in the determination of this composite evaluative judgment shall be mutually agreed to by the College and the Federation. Included in such forms shall be:

1. That containing the satisfactory or unsatisfactory evaluative judgment.

2. That containing the written list of areas of unsatisfactory performance.

3. That containing any written suggested activities for improvement of performance.

4. That containing written reactions from the Employee to the College.

E. The original completed forms from this composite evaluation routine shall be entered into the Employee's personnel file and the copies of such forms shall be given to the Employee.

V. Student evaluations, supervisory classroom and composite evaluation routines shall be implemented in accordance with the following schedule:

A. For First Year Employee:

1. During the first term (Fall term):

a. Student evaluation routine during third quarter of term.

b. Classroom observation beginning with the second quarter of the term.

c. Composite evaluation routine by December 1.

2. During second term (Spring term):

a. Student evaluation routine before March 15.
b. Classroom observation routine by March 1.
c. Composite evaluation routine by March 15.

B. For Employees after their first year of service in the College:

1. Student evaluation routine:

a. During the third quarter of the first term.
b. During the second term before March 15.

2. Classroom observation routine to occur during the period of time from the middle of the first term through March 1.

3. Composite evaluation routine by March 15.

C. For Tenured Employees:

1. Student evaluation routine:

a. During the third quarter of the first term.
b. During the second term before March 1.

2. Composite evaluation routine:

a. The College has the right, which it may elect not to exercise, to require a composite evaluation once every two (2) years.

VI. Procedure to follow an "unsatisfactory" evaluative judgment:

A. If an evaluation routine suggests a poor performance on the part of the Employee or that a composite rating of "unsatisfactory" is reasonably predictable, the Employee and/or the evaluator shall have the right to request an additional evaluation routine.

B. The College may establish a remediation program through which the Employee may be expected to improve his performance to a satisfactory level within a specified time.

C. The "unsatisfactory" composite judgment (as opposed to any personnel action based on that judgment) may form

the basis of a grievance for the purpose of resolving disputes relating to the propriety of such evaluative judgment. The result of such grievance shall only confirm, invalidate, or require a readministration of such composite evaluation.

SECTION B - PROFESSIONAL NON-TEACHING EVALUATION (COUNSELORS, LIBRARIANS, AUDIO-VISUAL SPECIALISTS):

I. The purpose of evaluation of Counselors, Librarians and Audio-Visual Specialists shall be to ascertain that the professional performance of an Employee is "satisfactory" or "unsatisfactory". The results of the evaluation process shall be the determining criteria for:

A. Renewal of an Employee
B. Tenure status of an Employee
C. Remediation

II. There shall be a college supervisory evaluation of each Employee's performance using the job description, mutually agreed upon objectives, and guidelines as set forth by appropriate professional associations.

A. Non-Tenure Employees
Non-tenured Employees shall be evaluated in both the Fall and Spring semesters.

B. Tenured Employees
Tenured Employees shall be evaluated during at least one (1) of the terms in each year.

C. Additional Evaluation
All full-time non-teaching professional Employees may, at their option, request an additional evaluation in either semester.

D. Records:
Materials related to all evaluations shall be entered into the Employee's personnel file and copies of all such materials shall be given to the Employee.

III. Each evaluation shall terminate in a written critique rendered by the immediate supervisor. Such evaluation may identify strengths and weaknesses and if any weaknesses are perceived, shall include any suggested activities the Employee may pursue to improve performance. Should any evaluation include conditions and/or recommendations for improvement of an Employee's performance, the Employee and the immediate supervisor shall meet and discuss the evaluations, plan the required remediation, and establish the necessary time interval for the remediation process.

The Employee shall be notified of the results of the evaluation and shall have the right to respond in writing to the evaluation. At the end of each evaluation, the supervisor shall render a judgment of "satisfactory" or "unsatisfactory" for each professional non-teaching Employee.

The unsatisfactory judgment (as opposed to any personnel action based on that judgment) may form the basis of a grievance for the purpose of resolving disputes relating to the propriety of such evaluation judgment.

The result of such grievance shall only confirm, invalidate, or require a readministration of such evaluation.

SECTION C - EDUCATIONAL TECHNICIAN NON-TEACHING EVALUATION (EDUCATIONAL TECHNICIAN I AND II):

I. The purpose of evaluation of Educational Technicians I and II shall be to ascertain that the performance of such Employee is "satisfactory" or "unsatisfactory". The results of the evaluation process shall be the determining criteria for:

A. Continuation of an Employee
B. Remediation

II. There shall be a performance evaluation of each Employee by the College Administrator in consultation with the Department Head, using the job description and mutually agreed upon objectives. They may be evaluated more than once during the probationary period. Thereafter, they shall be evaluated in the Spring semester.

All full-time non-teaching Technicians, may at their option, request an additional evaluation in either semester.

Materials related to all evaluations shall be entered into the Employee's file and copies of all such materials shall be given to the Employee.

III. Each evaluation shall terminate in a written critique rendered by the College Administrator. Such critique may identify strengths and weaknesses and, if any weaknesses are perceived, shall include any suggested activities the Employee may pursue to improve performance.

Should any critique include conditions and/or recommendations for improvement of an Employee's performance, the Employee and the College Administrator shall meet and discuss the evaluations, and plan the required remediation process.

The Employee shall be notified of the results of the evaluation and shall have the right to respond in writing to the evaluation. At the end of each evaluation, the College Administrator shall render a judgment of "satisfactory" or "unsatisfactory" for each Technician.

An unsatisfactory evaluation (as opposed to any personnel action based on that evaluation) may form the basis of a grievance for a permanent Technician for the purpose of resolving disputes relating to the propriety of such evaluation. The result of such grievance shall only confirm, invalidate or require a readministration of such evaluation.

APPENDIX C - FUNCTIONS AND DUTIES OF DEPARTMENT HEAD:

1. The Department Head shall perform the following in cooperation with the faculty:
   a. He shall encourage the development and maintenance of teaching and grading objectives within the department.
   b. He shall coordinate the preparation, review and revision of materials for the College catalogue.
   c. He shall supervise the work-study students assigned to the department.
   d. He shall arrange for the coverage of classes when departmental Employees are unavailable.
   e. He shall coordinate the efforts and arrange for the equitable distribution of departmental responsibilities.
2. In cooperation with the department faculty, and subject to the final approval of the Executive Dean, he shall perform the following functions:
   a. He shall assess the needs for and recommend action toward the recruitment of faculty.
   b. He shall be responsible for assessing the need for curricular changes and/or new programs in his department.
   c. He shall assist in the preperation of the instructional budget and the faculty improvement budget, including, but not limited to, such items as conferences, seminars, in-service programs, workshops, and travel expenses related thereto.
   d. He shall assist in the preparation of master class time schedules.
   e. He shall assist in the scheduling and utilization of faculty.
   f. He shall coordinate and encourage the utilization of appropriate media for instructional purposes within the department.
   g. He shall coordinate library purchases of books and periodicals.
   h. He shall coordinate the ordering of needed course textbooks, reference, and other instructional materials.
   i. He shall prepare and complete evaluation instruments as required.
3. The Department Head shall perform the following functions for the Executive Dean:
   a. Prepare the annual report of the activities of the department.
   b. He shall perform duties relating to promotion as required.
4. The Department Head shall perform such other unspecified duties which are qualitatively and quantitatively similar to those specified in this description.

APPENDIX D - SOUTH CAMPUS PROMOTIONS AND TENURES:

September 17, 1972

Mr. Raymond E. Mack, President
American Federation of Teachers
AFL-CIO - Local 2067
P. O. Box 165
Monroeville, Pennsylvania 15146

IN RE: **SOUTH CAMPUS PROMOTIONS AND TENURES**

Dear Mr. Mack:

Within thirty (30) days after the effective date of this Agreement, those South Campus faculty members who were eligible in the Fall of the 1971-72 academic year for consideration for tenure appointments and/or promotions will be considered by the Personnel Committee of the Board of Trustees. All eligible candidates for either or both personnel actions will be considered, with the final action to be taken based upon the following:

1. The Division Chairmen shall prepare an evaluative recommendation on each eligible candidate and forward those recommendations to the Executive Dean.
2. The Executive Dean shall prepare an evaluative recommendation and other supportive materials on each eligible candidate and these will be forwarded from the campus to the College President for presentation to the Personnel Committee of the Board of Trustees.
3. Eligible candidates may, at their option, submit such self-evaluative or recommending data that they feel will support actions taken by the Board of Trustees.

All recommendations will be acted upon by the Board of Trustees at the next regularly scheduled meeting following receipt of the materials described above. All promotions and tenure appointments will be made retroactive to the first day of classes of the Fall semester, 1972.

If this letter represents your understanding and agreement concerning this issue, please confirm below and return one (1) copy to me.

Very truly yours,

Thomas H. M. Hough /signed/
Personnel Counsel

CONFIRMED
President
American Federation of Teachers
AFL-CIO - Local 2067

Raymond E. Mack /signed/
President
American Federation of Teachers
AFL-CIO - Local 2067

DATED
September 17, 1972

September 17, 1972

APPENDIX E - SCIENCE WORK LOAD REVIEW

The College will review the work load in all science departments at all campuses relative to number of students, credit hours, contacts, preparations, etc. Where more than a reasonable load inequity exists, the College will either eliminate it or provide compensation for overload.

COLLEGE POLICY

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NOTE: These policies are those which were jointly developed by the College and the Federation during the negotiation period of the basic contract.

COLLEGE POLICY I - DEPARTMENTAL PARTICIPATION IN BUDGET-MAKING

Individual departments, together with the Department Head, shall participate in the departmental budget making process and requests for information relative to the departmental budget may be directed by the department to the appropriate Assistant Dean. The Assistant Deans shall encourage departmental involvement in the development of both the annual and long range operating and capital budgets and shall cooperate to the extent possible in alleviating problems concerning coordination of (a) budget information, (b) budget development, and (c) budget utilization within the academic divisions.

COLLEGE POLICY II - DEPARTMENTAL PROFESSIONAL TRAVEL BUDGETS

The College shall continue its budgetary allocation and practices for travel and other expenses for faculty professional activities, such as meetings, seminars, conferences, and workshops.

The College shall notify the Department Head of its reasonable requirements for travel, and the Department thereafter shall decide utilization of unexpended sums.

After each February 1, the Department Heads of an administrative area shall, in cooperation with the Assistant Dean, determine the most appropriate use of any sums remaining.

COLLEGE POLICY III - COURSE PREPARATION:

Teaching Employees will normally have no more than three (3) different course preparations each semester unless specifically requested by the Employee. Where the nature of course offerings and the number of available teaching Employees prevent the accomplishment of these course preparation guidelines, courses shall be assigned so as to accomplish a minimum number of preparations per Employee.

COLLEGE POLICY IV - LABORATORY CLASS ENROLLMENT:

Enrollment in laboratory classes is determined by the maximum of properly equipped student work stations. Enrollment by students in laboratory classes during the add-drop period shall be allowed up to the maximum as determined by the number of student work stations; enrollment beyond the maximum is only by permission of the Employee.

COLLEGE POLICY V - ADVERTISING OF POSITIONS:

Invitations to apply for open positions will be extended throughout the College concurrently with the placing of advertisement at other sources.

COLLEGE POLICY VI - CHILD CARE CENTERS:

The College shall investigate the feasibility of establishing child care centers at the campuses. While the College may not utilize any of its own financial resources for this purpose, it is understood and agreed that it will attempt to cooperate with federal, state, local or private sources in the creation of such centers.

COLLEGE POLICY VII - EMPLOYEE ATTENDANCE AT CONVOCATION AND GRADUATION:

Attendance at Convocation and Graduation is encouraged but voluntary. Employees not expecting to attend shall notify the appropriate Department Head not later than fourteen (14) calendar days before the event.

COLLEGE POLICY VIII - PROGRAM COMPLETIONS:

The College shall make every attempt to accommodate student demands for courses required for graduation through improved coordination of day, evening and/or Saturday offerings, or by allowing comparable course substitutions if necessary. No programs of study will be terminated unless those students registered in a program can be accommodated in a comparable program within the campus attended or through transfer to a comparable program at another campus.

COLLEGE POLICY IX - APPOINTMENTS:

1. Appointment of all new Employees shall be made by the Board of Trustees upon the recommendation of the College President.
2. The appropriate Dean shall receive and forward to the department (or its review committee) all applications for hire in that department.
3. Normally the responsibility for initiating recommendations for hire shall reside with the members of the department where the new hire will be working provided the department (or its review committee) adheres to guidelines offered to the department setting forth the College's requirements in relation to budgetary planning, affirmative enforcement program and specific courses to be taught.
4. Recommendations for hiring new teachers shall be subject to the mutual approval of the department (or its review committee) and the Executive Dean or his designee, unless the department (or its review committee) fails to adhere to Paragraph 3 above.
5. Appointments of new counselors and librarians shall be made in the same manner as described above; the hiring of audio-visual specialists and educational technicians shall be subject to the consideration of the appropriate department review committee.

COLLEGE POLICY X - CHANGE OF STUDENT GRADE:

No student's grade may be altered without the approval of the Employee who gave that grade in the first instance. In the event a question arises with respect to a grade given by an Employee who has left the employment of the College, the matter shall be referred to the appropriate department which shall decide

whether a change is appropriate, and if so, shall initiate the appropriate change of grade procedure.

COLLEGE POLICY XI - HEALTH CARE SERVICES:

Recognizing the need for health care services for students on the campuses, the College shall determine the extent of the need for and, as feasible, implement the following:

1. The appointment of a health coordinator to each campus to provide professional health guidance, referral services, and health education programs.
2. The establishment of a health care facility on each campus. While the College may not utilize any of its own financial resources for this purpose, it is understood and agreed that it will attempt to cooperate with federal, state, local, or private sources in the creation of such facilities.
3. On each campus, an administrator shall be designated who will provide emergency medical and health referrals and information.

COLLEGE POLICY XII - CAMPUS MEETINGS:

Practices presently in existence for the scheduling of campus meetings shall remain in effect for the duration of this Agreement.

COLLEGE POLICY XIII - DIVISION FACULTY ADVISOR:

The Division Faculty Advisor Program, as specified in Exhibit A of this policy, shall continue on South Campus. The D.F.A. Program and related advisement and registration concepts shall be reviewed by the appropriate standing committees on Boyce and Allegheny Campuses as a priority item in the Fall semester, 1972.

The College shall endeavor to implement the recommendations of the Boyce and Allegheny Campuses' standing committees concerning advising and registration as soon as practicable.

COLLEGE POLICY XIV - CRITERIA FOR INITIAL PLACEMENT AND MINIMUM CRITERIA FOR PROMOTION IN RANK:

I. Equivalent Experience

Each applicant will be evaluated for prior experiences relative to the assignment for which he is being considered. Experience credit will be allowed in the following manner:

A. One (1) year of credit is given for each year of prior college experience that is directly related to the assignment.

B. From one-half (½) to one (1) year of credit is given for each year of prior non-college experience that is directly related to the assignment.

C. From one-half (½) to one (1) year of credit is given for each year of prior industrial or other directly related year of experience.

D. A maximum of one (1) year of credit is given for each year of related prior experience as a graduate or teaching assistant or adjunct instructorship. Fifteen (15) teaching hours will be equal to one-half (½) year of credit and thirty (30) teaching hours equal to the maximum of one (1) year of prior experience.

E. Registration such as CPA, RN, Registered Engineer, Registered Architect, etc. may be evaluated as equal to thirty (30) credits for those with less than a Masters degree.

II. Minimum Criteria for Teaching Employees, Counselors, Librarians and Audio-Visual Specialist Rank

Upon attainment of the following minimum experience and academic criteria, teaching Employees, librarians, counselors and audio-visual specialists shall be eligible for promotion to the next rank.

These criteria shall be applied for rank assignment of new Employees. Promotions shall be effected as per the provisions of Article XXXIII on Promotions.

Rank	Degree	+ Credits	+ Experience
Professor	Doctorate		7 years
	Masters	60	7 years
	Masters	45	8 years
	Masters	30	9 years
	Masters	15	10 years
	Masters		11 years
	Bachelors	75	10 years
	Bachelors	60	11 years
	Bachelors	45	12 years
	Bachelors	30	13 years
	Bachelors	15	14 years
	Bachelors		16 years
	Associate		18 years

Four (4) years of satisfactory performance evaluations as an associate professor are normally required in determining eligibility for promotion to professor.

Rank	Degree	Credits	Experience
Associate Professor	Doctorate		3 years
	Masters	60	3 years
	Masters	45	4 years
	Masters	30	5 years
	Masters	15	6 years
	Masters		7 years
	Bachelors	75	6 years
	Bachelors	60	7 years
	Bachelors	45	8 years
	Bachelors	30	9 years
	Bachelors	15	10 years
	Bachelors		12 years
	Associate		14 years
	High School Diploma		18 years

Three (3) years of satisfactory performance evaluations as an assistant professor are normally required in determining eligibility for promotion to associate professor.

Rank	Degree	Credits	Experience
Assistant Professor	Doctorate		
	Masters	60	
	Masters	45	
	Masters	30	1 year
	Masters	15	2 years
	Masters		3 years
	Bachelors	75	2 years
	Bachelors	60	3 years
	Bachelors	45	4 years
	Bachelors	30	5 years
	Bachelors	15	6 years
	Bachelors		8 years
	Associate		10 years
	High School Diploma		14 years

Two (2) years of satisfactory performance evaluations as an instructor are normally required in determining eligibility for promotion to assistant professor.

Rank	Degree	Credits	Experience
Instructor	Doctorate		
	Masters		
	Bachelors	75	
	Bachelors	60	
	Bachelors	45	
	Bachelors	30	1 year
	Bachelors	15	2 years
	Bachelors		4 years
	Associate		6 years
	High School Diploma		10 years

Two (2) years satisfactory performance evaluations as an assistant instructor are normally required in determining eligibility for promotion to instructor.

Rank	Degree	Credits	Experience
Assistant Instructor	Bachelors		
	Associate	30	2 years
	Associate		4 years
	High School Diploma		7 years

III. Minimum Criteria for Technicians

Rank	Degree	Credits	Experience
Educational Technician I (non-teaching)	High School Diploma		
Educational Technician II (non-teaching)	Associate		
	High School Diploma	30	2 years
	High School Diploma		4 years

EXHIBIT A TO COLLEGE POLICY XIII - DIVISION FACULTY ADVISORS

There shall be at least one (1) Division Faculty Advisor (DFA) for each Academic Division, the specific number to be determined by the appropriate Dean(s), on the recommendation of the Assistant Dean where such exists, and the Department Heads within the Academic Divisions.

The DFA(s) for an Academic Division shall be nominated annually by April 1 from among and by the teaching Employees in that Division. The Department Heads within an Academic Division shall be responsible for implementing the nomination process. The Division members shall nominate the specific number of DFA's that was determined by the above procedure. Within fifteen (15) days after the nomination(s), the appropriate Dean(s) shall either confirm or reject the nomination(s). In the event a nominee(s) is not accepted, the Division shall submit an additional nomination(s). Such nomination(s) shall be confirmed or rejected by the appropriate Dean(s) within fifteen (15) days. In the event the above procedure does not produce a mutually acceptable nominee(s), the Dean(s) and the Division shall consult to arrive at a mutually acceptable designee.

The DFA's term of office shall begin with the completion of the Spring Semester.

By November 1, 1972, the DFA's shall be selected by the above procedure to serve out the term of the 1972-73 academic year. By April 1 of 1973, and following on an annual basis, DFA's shall be nominated in accordance with the procedure specified above.

The duties of the DFA shall be:

1. To coordinate the efforts of Employees within his/her Division with respect to student advisement within that Division by:
   a. assisting with the testing and recommendation for course placement of entering students,
   b. advising entering students,
   c. assisting in registration of full-time and part-time students, and
   d. assisting in the assignment of students to Employees in their Division for advisement. For this purpose, DFA's shall be provided with a list of students by program.
2. To provide Employees with available information about programs in other Divisions and about career opportunities and transfer information relative to four-year institutions.
3. To prepare a Faculty Advisement Handbook, which shall be reviewed for accuracy, and up-dated as necessary, each academic year.
4. To be available and to assist in all unusual advisement problems within the Division.

5. To assist in the review of records of students applying for graduation in each academic division.

The DFA shall be compensated by a stipend equivalent to a three (3) credit overage per academic term; for work between Fall and Spring terms, he shall be paid on a per diem basis as specified in Exhibit B.

DFA's shall be compensated for summer work by either (1) a stipend equivalent to that for teaching two (2) summer three-credit courses, or (2) on a per diem basis (see Exhibit B), whichever is greater. An Employee so appointed shall not apply for nor receive a teaching overage.

Head Division Faculty Advisor

The Head Division Faculty Advisor on each campus shall be elected annually in the Spring from among and by the DFA's who have been selected in that academic term.

The Head DFA shall be the spokesman for and coordinate the activities of the DFA's. He/she shall serve in this capacity with respect to all DFA activities.

For his/her services during each regular academic term, the Head DFA shall receive one (1) three-credit course reduction in his/her teaching load and a stipend equivalent to one (1) three-credit overage.

EXHIBIT B TO COLLEGE POLICY XIII - COMPENSATION FOR SOUTH CAMPUS DIVISION FACULTY ADVISORS:

Division faculty Advisors shall be paid at a rate of forty-five ($45.00) dollars per day for work assigned and completed between (1) the Fall and the Spring semesters and (2) the end of the Spring semester and beginning of the Fall semester.